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## **AGREEMENT TO SELL UNIT**

This Agreement to Sell Unit is Made and Executed at Pune, On This \_\_\_\_\_ Day Of \_\_\_\_\_ in The Year 2017.

### **BETWEEN**

**M/s. SIDDHIVINAYAK NAMRATA DEVELOPERS, PAN**  
 AAVFS4918C A Partnership firm, registered under the Indian Partnership Act, 1932 having its office at: 9, Siddhivinayak, Golibar Maidan Chowk, Castellino road, Camp, Pune: 411 001, Through its authorized Partner, **(1) Rajeshkumar Naupatla** **Sakla**, Age: 57 years, Occupation: Business & Agriculture **(2) Shailesh Kantilal Shah**, Age: 56 years, Occupation: Business, Hereinafter called "**Developer/Promoter**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners, their respective heirs, successors, survivors, executors, administrators and assigns ....Party of the **FIRST PART**;

**AND**

Name: MR. AVIRAJ SINGH		
Age:38 Yrs.	Occ: Service	PAN: ARUPS2665N
Name: Mrs. Rupinder Kaur		
Age: 36Yrs.	Occ: Service	PAN:ALPPM1429F
Both Residing At : E - 402, Park Royale, Sr. No. 14 & 15, Rahatani, Pune - 411 017.		

Hereinafter referred to as "**Purchaser/s**", which expression shall unless repugnant to the context or meaning thereof is deemed to mean and include, Present Purchaser/s, their respective legal heirs, nominees, Attorney/ies, Executors, Administrators and Assigns ...Party of the **SECOND PART**;

**AND**

1)Shri. Shivaji Kamalu Parghale, 2)Sou. Asha Shivaji Parghale, 3)Shri. Satish Shivaji Parghale, 4)Shri. Shahaji Kamalu Parghale, 5)Sou. Sakhubai Shahaji Parghale, 6) Shri. Santosh Shahaji Parghale, 7) Shri. Satyawan Shahaji Parghale, 8)Smt. Ratnabai Jaysingh Parghale, 9)Shri. Balkrishana Jaysingh Parghale, 10)Sou.Manisha Balasaheb Bhunde, 1 to 10 Residing at Rahatani, Tal. Haveli, District: Pune, 11)Sou.Swati Mohan Nandgade, 12) Sou. Babubai Kalu Parghale, 13) Shri. Raghunath Kalu Parghale, 14)Shri. Shantaram Kalu Parghale, 15)Shri. Vishnu Kalu Parghale, 16)Sou. Sunanda Laxman Rakshe, 17)Sou.Vimal Shivaji Parghale, 11 to 17 Residing at: Village Pimple Saudagar, Taluka: Haveli, District: Pune, 18)Shri. Nathu Ramchandra Bodake, 19)Shri. Yashwant Nathu Bodake, 20)Shri.Balkrishna Nathu Bodake, 21)Shri. Jaywant Nathu Bodake, 22)Shri. Genubhau Ramchandra Bodake, 23)Shri. Sopan Ramch andra Bodake, 24)Shri. Bajirao Ramchandra Bodake, 25)Shri. Rajaram Ramchandra Bodake, 26)Sou.Vatsala Sudam Navale, 27)Shri. Dattatraya Sudam Navale, 28)Smt.

Sharda Ramdas Navale, 29)Shri. Pandurang Yashwant Navale, 30) Shri. Kisan Yashwant Navale, 31)Sou.Bhamabai Pandurag Navale, 32)Shri. Bhanudas Pandurang Navale, 33)Shri. Santosh Kisan Navale, 18 to 33 residing at: Village Pimple Saudagar, Tal. Haveli Dist : Pune, 34)Shri. Daitu Yadav Kawade, 35)Shri. Anil Dattu Kawade, 36)Smt Sangita Rohidas Kawade, 37)Shri. Ekanath Yadav Kawade, 38)Sou. Malubai Ekanath Kawade, 39)Shri. Sunil Ekanath Kawade, 40)Shri. Baneshwar Ekanath Kawade, 41)Shri. Rajendra Ekanath Kawade, 42)Shri. Dyanoba Raghu Ingavale, 43) Sou. Chandrabhaga Dyanoba Ingavale, 44)Shri. Sopan Dyanoba Ingavale, 45)Shri. Anil Dyanoba Ingavale, 46) Shripati Raghu Ingavale, 47)Sou.Bayada Shri.pati Ingavale, 48)Shri. Ganesh Shripati Ingavale, 49)Shri. Manesh Ganesh Ingavale, 50) Shri. Chhaburao Raghu Ingavale, 51)Sou. Shantabai Chhaburao Ingavale, 52)Sou. Tanubai Somaji Ingavale, 53) Shri. Shivaji Somaji Ingavale, 54)Sou. Bebi Vikas Mhaske 55)Sou. Geetabai Sonba Borkar,

56)Sou. Chimutai Maruti Sanas, 34 to 56 residing at: Village Pimple Saudagar, Taluka: Haveli District: Pune, 57)Shri. Ramchandra Dhondiba Jachak, 58) Sou. Shakuntala Ramchandra Jachak, 59)Shri. Laxman Dhondiba Jachak, 60)Sou. Sharda Laxman Jachak, 61)Shri. Girish Laxman Jachak, 62)Shri. Gaurav Laxman Jachak, 63)Shri. Bharat Dhondiba Jachak, 64)Sou. Jayashri Bharat Jachak, 65)Smt. Chandrabhaga Narayan Jachak, 66)Shri. Balasaheb Narayan Jachak, 67)Sou. Sushma Balasaheb Jachak, 68)Shri. Balasaheb Narayan Jachak, 69) Shri. Vijay Narayan Jachak, 70)Sou. Kavita Vijay jachak, 71)Chandrabhaga Narayan Jachak, 72) Seema Sunil Bhosale, 73)Shri. Raghunath Narayan Kunjir, 74) M/s. Siddhivinayak Namrata Developers, through its authorized Partner, (1) Rajeshkumar Naupatlal Sakla, (2) Shailesh Kantilal Shah.....Hereinafter referred to as "**Consenting Parties/ Land Owners**", which expression shall unless repugnant to the context & meaning thereof be deemed to mean and include, present Owners, their legal heirs, Nominees, Attorney/ies, Executors, Administrators and Assigns....Party of the **THIRD PART**;

## **WHEREAS**

- a. all those pieces of the land situate at village Pimple Saudagar within the local limits of Pimpri-Chinchwad Municipal Corporation of Taluka Haveli, District Pune, are owned by Owners respectively, as more particularly described and enumerated in SCHEDULE-1 given hereto (hereinafter *collectively* referred to as the said "**LAND**"),
- b. by duly executed, stamped and registered Agreements, enumerated in the ANNEXURE-1 given hereto the Owners (i) granted exclusive development rights relating to and in respect of their respective pieces of the said Land, unto and in favour of

the Developer herein, (ii) delivered possession thereof unto and in favour of the said Developer, and (iii) also agreed to assign, transfer and otherwise absolutely convey their respective rights, title, interest and claims, relating to and in respect of their respective pieces of the said Land, unto and in favour of the ultimate purchasers, as may be directed by the Developer herein,

- c. the said Land is in 'residential zone' as per the Final Regional Plan of Pune Region, under the provisions of the Maharashtra Regional and Town Planning Act, 1966,
- d. The Collector of District, Pune had granted permission to use the said land for Non-Agriculture purpose, vide its order no. PRH/NA/SR/64/2004 dated 08/04/2004 for the construction of buildings on survey no. 85/1, 85/6, 85/3, 84/4, 85/5, 84/2, 85/4, 85/7, 83/1, 83/2, 84/3 & 85/2 of Pimpale Saudgar, Pune.
- e. The Promoter has submitted the building plans to the PCMC and the PCMC has sanctioned the Buildings Plan & issued Commencement Certificate bearing no. BP/Pimpale Saudagar/2/2004 Dated 03/02/2004 in respect of the above mentioned lands in the project and by virtue of the same & revised plans the said Developer have commenced construction of project by the name 'Siddhivinayak Ginger' and the PCMC has issued Completion Certificate bearing no. 45/2008 Dated 31/03/2008. The Promoter/ Developer further have decided to construct project on the balance land in the project out the said Total land by the name '**Vision Flora**'.
- f. The Promoter have submitted the revised plans in respect of the balance land out of the land mentioned in Schedule I unto the PCMC and the said Corporation has sanctioned the said Revised Plan & has issued Commencement Certificate bearing no. BP/Pimpale Saudagar/72/2013 Dated 27/12/2013 and by virtue of the same the Developer has commenced construction accordingly.
- g. The Developer desires to utilize entire available FSI plus additional TDR which can be used upon the said Project as per Building Bye laws plus Additional FSI which will be available to the Developer and Developer has planned to construct Building on the said Balance Land, as per the Commencement Certificate issued by PCMC.
- h. The Developer has appointed architect Vishwas Kulkarni of Pune, as their Architect and M/s. Strudcom Consultants as the Structural Engineer for their remaining project, for the preparation of the structural designs and drawings of the said building/s. The Developer accepts the professional supervision of Architect and the Structural Engineer till the completion of the

said building/s but the Developer herein has reserved the right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.

- i. The Purchaser/s demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title relating to Schedule I property, the said scheme and the plans, designs and specifications prepared by the aforesaid Architects of the Developer and the copies of various orders and permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the rules & amendments made there under;
- j. After the Purchaser/s enquiry, the Developer requested the Purchaser/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries he/she/they had regarding the title and the nature of the title and the Purchaser/s has/ have satisfied himself/ herself/ themselves about the marketable title and rights of the Developer in respect of the Schedule I property i.e. the total land and thereof, agreed to purchase **Unit** (Shop/ Office) & Terrace/ Additional Parking more particularly described in Schedule II written hereunder and hereinafter for the sake of brevity and convenience referred to as "the **SAID UNIT**",
- k. The Purchaser/s is/are aware of the fact that, if required, the Developer has decided to amalgamate the Schedule I property with other adjacent properties and to utilize FSI which will be made available against the amalgamated properties on the Said land has decided to construct the Balance Building on the Said property. The Purchaser/s is also aware of the fact that, developer has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of Unit/ Terrace in the said building of the project and Developer is going to develop the Schedule I property in phase wise manner.
- l. The Purchaser/s herein represented, assured and declared that, the Purchaser/s is/are entitled to and otherwise not debarred or disentitled to acquire the said Unit in the said building under the provisions of any law.
- m. Relying on the Purchaser/s representation, declaration and the assurance from the Purchaser/s about payment in time of agreed consideration price and/or his/ her/ their satisfaction of marketable title and authority of the Developer, the Developer herein agreed to sell and the Purchaser/s herein agreed to purchase a **Shop No. 212** admeasuring carpet area 412 Sq.fts. i.e 38.28 sq.Mtrs. (approx.) and Mezzanine/ Loft Carpet area 206 Sq.fts. i.e 19.14 sq.Mtrs. (approx.) on **Second Floor** as

described in the Schedule II written hereunder, in the said project known as "**VISION FLORA**" situate on the Schedule I Property at for the total consideration of **Rs.61,54,200/-** (Rupees. Sixty One Lacs Fifty Four Thousand Two Hundred Only).

- n. The Purchaser/s herein prior to/at the time of the execution of these presents has/ have paid to the Developer a sum of Rs.5,00,000/- (Rupees. Five Lacs Only) being the part payment of the Sale Price of the Unit agreed to be sold by the Promoters to the Unit Purchaser/s and receipt whereof the Developer doth hereby admit and acknowledge. However the amounts paid by the Purchaser/s to the Developer in lieu of the said Unit property booked/ purchased and the same are treated as advance as per the terms of 'Booking Form' by the Developer/ Promoter till its absolute payment has been made, till the date of execution of this agreement,
- o. Under section 4 of the MOFA, the Developer is required to execute a written agreement for sale of the said Unit which is to be constructed in future to the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act within the time limit prescribed in the said Act. Notwithstanding anything contained in the said MOF act, considering mutual benefit the parties herein, have decided, finalized & confirmed the following terms & conditions between themselves & decide to reduce the same into writing vide this presents,

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1] DEFINITIONS:**

- i. The parties hereto agree and confirm that the terms "SAID PROPERTY/ TOTAL LAND" referred in this Agreement anywhere agreed and admitted to mean and include the land under the project more particularly described in Schedule I.
- ii. along with the rights to use and utilize present and future FSI /FAR available against the lands described in Schedule I written hereunder and Transferable Development Rights available against the lands described in Schedule I written hereunder and to use the same elsewhere and use and load the Transferable Development Rights upon the lands described in Schedule I written hereunder and along with the rights to use and utilize the increased/ additional FSI available in respect of the lands described in Schedule I written hereunder as and when the same becomes available due change in rules, new policies or otherwise.

2] **CONSIDERATION:**

2.1 The Purchaser/s hereby agrees to purchase/ acquire from the Developer and the Developer hereby agrees/ allots unto the Purchaser/s one **Shop No. 212, on Second Floor** in the said project known as "**VISION FLORA**" situate on the 'Schedule I' Land (hereinafter referred to as "**the said Unit**" and more particularly described in Schedule II written hereunder) which includes in the proportionate price of the common areas and facilities, appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises are more particularly described in the Schedule II written hereunder, but said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities. The above said consideration however does not include the expenses for Stamp Duty, Tax under the Works Contract Act or Value Added Tax (VAT), Service Tax, Monthly OR One Time Maintenance charges, Sinking or Building Repairs Fund and other taxes, Registration Charges and other deposits, taxes and charges as may be levied from time to time by the concerned local authorities, Overhead/ Incidental charges, cost of Ad-ons, which shall be paid by the Purchaser/s separately as and when the same will became due or payable under this agreement.

2.2 Carpet area of the Unit is taken as the total covered area of the flooring measured between wall to wall before plaster and shall include all the rooms, toilet, passages, balconies, adjacent terraces of the Units, areas of structural projections, cupboards etc. The nature, extent and description of common areas and facilities are more particularly described in Annexure-2 hereunder and the developer has agreed to provide specifications in the Units which are more particularly described hereto. The Developer and Unit Purchaser/s agree not to question or challenge the said consideration as the same having been settled on the basis of carpet area and on lump sum basis after considering all the aspects and other terms of agreement.

2.3 It is specifically agreed between the parties that, this agreement is not a Construction Agreement or Works Contract Agreement or Service agreement. This agreement is purely of Sale of Unit, which is to be constructed/ constructed upon the Schedule I Land by the developer.

2.4 The Purchaser/s hereby agreed to pay to the Developer, an amount of consideration price of **Rs.61,54,200/-** to the

developer in respect of the said unit as per the details in the following manner:

Sr	Amount (Rs)	Particulars
1	Rs. 5,00,000/-	Paid by duly drawn crossed cheque by the Purchaser to and in favor of the Promoter, receipt of the amount whereof, is hereby acknowledged by the Promoter. 10% on the execution of this Agreement by way of Advance/Earnest Money
2	Rs. 4,23,130/-	5% on commencement of construction work
3	Rs. 3,07,710/-	5% of the total price payable by the Purchaser to the Promoter at the time of commencement of the plinth
4	Rs. 3,07,710/-	5% on completion of Basement Additional Parking & Slab
5	Rs. 6,15,420/-	10% on completion of upper level parking Slab
6	Rs. 12,30,840/-	20% on completion of Respective Floor slab
7	Rs. 9,23,130/-	15% on completion of Brick Work
8	Rs. 6,15,420/-	10% on completion of Internal Plaster
9	Rs. 6,15,420/-	10% on completion of Flooring
10	Rs. 6,15,420/-	10% on the date of delivery of possession.
Rs.61,54,200/-		Total Amount: Sixty One Lacs Fifty Four Thousand Two Hundred Only.

2.5 In addition to the above amount of consideration price, the Purchaser/s has agreed to deposit the following sums with the Developer at the time of Execution of Agreement To Sell.

Rs. **Included** MSEB + Society Formation + Society Formation Legal Charges + Infrastructure Charges + Development Charges.

Rs. **Included** Total

However said charges are approximate (appx.), minimum charges and the Developer has right to change, decide, fix

such charges considering the situation at the time of possession and the Purchaser/s agreed with the same. The above sums will be payable whenever demanded by the developer of the said unit, but before taking possession by the Purchaser/s. The Electricity bill/ Property tax bill will be paid by the Purchaser/s immediately after the meter is issued to the Unit Premises. If Genset, is used by any of the unit Purchaser/s before the completion or society/ apartment formation whichever is earlier then they all must be responsible for its monthly/ yearly charges and/or funds required for repairs, replacements, defects of the same. The Unit Purchaser/s and/or the Developer shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof. It is sole responsibility of the Purchaser/s to get this agreement registered.

- 2.6 It is specifically agreed between the parties that, for payment of consideration amount, time is essence of the agreement and Purchaser/s shall pay amounts payable by the Purchaser/s to the developer within stipulated time. Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments of the on the due dates, the Purchaser/s shall be bound and liable to pay interest @ 18% p.a. on all the amounts which become due and payable by the Purchaser/s to the Developer, till the date of actual payment provided that tender of the principle amounts and interest or tender of the interest and the expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement nor shall it be construed as condonation of the delay by the Developer.
- 2.7 The Purchaser/s hereby agrees to pay the aforesaid installments within 7 days from receipt of intimation of aforesaid payment from the developer. The Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Unit until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Developer under this agreement or by a separate contract or otherwise.
- 2.8 It is made clear and agreed by and between the parties hereto that, the Developer shall not be bound to follow the chronological order of any of the above said stages/ installments and that the Developer shall be completely at liberty to choose the chronology of the respective stages of the construction. The Developer is entitled to merge or consolidate two or more installments in their discretion by

simultaneously executing the contemplated work in the said installment. It is hereby agreed that, the time for payment as specified above is the "**Essence of the Contract**" and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that, the Purchaser/s has/ have committed BREACH of this agreement. The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any which shall be imposed by the concerned authorities at the time of sanctioning the said plans or thereafter and shall, before handing over the possession of the premises to the Purchaser/s, comply with the legal provisions as may be necessary in that behalf as per applicable rules, laws etc.

- 2.9 The Unit Purchaser/s hereby agrees that, in the event of any amount by way of premium to the concerned Authority of the State and/or Central Govt. or Betterment charges or Service tax or Development tax or Educational Cess or Value Added Tax (VAT), Service Tax or any other tax or payment of a similar nature becoming payable by the Developer either before or after delivery of possession of the Unit the same shall be paid in advance to the Developer as and when charged and demanded by the Developer. If Purchaser/s fails to pay the amount within seven days from demand then unit Purchaser/s shall be liable to pay interest thereon @ 18% p.a. until payment. Also in the said event there shall be charge of the amount due on the said Unit and income there from and until payment of said dues Purchaser/s shall not be entitled to assign, sell or transfer the said Unit in any manner. It is understood that, if interest shall not cover the damages/ losses that will be suffered by the Developer due to non-payment, then in such event, Purchaser/s shall be further liable to pay damages and loss that, will be suffered by the Developer due to non-payment and the Purchaser/s shall keep the Developer harmless and indemnified thereof. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the addresses given below (and deemed as valid communication)and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.
- 2.10 In the event, however if the Developer is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Developer together with penalty (if any) and interest @ 18% p.a. from the date of

payment by the Developer. It is agreed that, the Developer shall have the right to claim such amount along with other claims of compensation/ losses/ burden undergone/ undertaken by him. It is further agreed that, there shall always be a charge/ lien of the Developer, on the said Unit in respect of the amount stands payable by the Purchaser/s to the Developer towards the VAT and/ or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

**3] TERMINATION OF THE AGREEMENT:**

3.1 If the Purchaser/s herein violates any terms and conditions of this agreement for whatsoever reason including nonpayment of agreed consideration within stipulated period then, the Developer herein shall have absolute right and authority to terminate this agreement by giving 15 days prior notice in writing of his/ her/ their Intention to Terminate this agreement, by stating about specific default, breach or breaches of the terms and conditions being grounds behind Intention of Termination of the agreement and the Purchaser/s herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Purchaser/s herein fails to rectify the default/ breach of terms and conditions within aforesaid stipulated period, then the Developer herein shall have absolute authority to issue the 15 (fifteen) days prior notice in writing by Registered Post A. D./ Speed Post/ Courier of its/their intention to terminate this agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this agreement and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such notice. On expiry of such notice period, the Developer herein shall be entitled to issue Second Notice as to the Termination of Agreement and thereafter the Developer herein entitled to deal with the said Unit with the prospective buyer and the Purchaser/s have consented for the same. However for making such breach of terms & conditions and/or willful default in payment by the Purchaser/s, the Developer is at liberty to cancel, terminate and revoke the booking and make cancellation of this Agreement held by the Purchaser/s with immediate effect. The Purchaser/s herein has granted the authorization unto the Developer by this agreement for the same.

3.2] For whatsoever reason if the Purchaser/s herein desire to terminate this agreement/ transaction in respect of the said Unit then, the Purchaser/s herein shall issue 15 days

prior notice to the Developer as to the intention of the Purchaser/s and on such receipt of notice the Developer herein shall be entitled to deal with the Said Unit with prospective buyers.

- 3.3] It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Unit between the Developer and Purchaser/s herein terminated as stated in sub-para (3.1) and (3.2) hereinabove written then all the instruments, deeds & documents on whatsoever head in respect of the dealing/ transactions/ booking of the said unit by Purchaser/s then will be termed as 'Ipso facto terminated' from the date of issuance of the said legal notice by the Developer and all the documents executed between the parties hereto or between the Developer and Purchaser/s herein shall stands automatically cancelled, will be termed as non-est, non- effective, non-operative for default in payment breach of terms & conditions of this agreement by the Purchaser/s cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter. No separate document of cancellation is then required. The Purchaser/s herein has agreed & hereby undertakes not to object or create hurdle for above mentioned cancellation for whatsoever reason or in whatsoever manner.
  
- 3.4] On termination of transaction in respect of the said Unit as aforesaid the Purchaser/s herein shall be entitled to receive the amount being refund of consideration paid by the Purchaser/s to the Developer after re-dispose of said Unit by the Purchaser/s as under:-
  - i) If the Developer able to dispose-off the said Unit for the same consideration or higher consideration as to the consideration agreed between Developer and Purchaser/s herein then, the Purchaser/s herein is entitled to receive and Developer herein is bound to pay the entire part consideration paid by the Purchaser/s to the Developer in pursuance of this present without any interest or any additional amount under whatsoever head.
  
  - ii) If the Developer able to dispose-off the said Unit for the lesser consideration as to the consideration agreed between Developer and Purchaser/s herein then, the Developer herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Purchaser/s herein to the Developer towards the part consideration of the Schedule I Land and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Purchaser/s herein shall be entitled to receive the same.

- iii) as per the understanding held between the parties, in case of termination as stated above, the developer is entitled to deduct a sum of Rs. 1,00,000/- as liquidated damages from the Purchaser/s as Administrative charges on account of termination by Purchaser/s and the Purchaser/s consented for the same.

3.5] Notwithstanding any of the above clauses in the event of the Developer unable to give possession of the said Unit on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchaser/s will be entitled to terminate this agreement and on such termination the Developer shall within 180 days of such termination refund the entire amount received under this agreement with interest at the rate of 9% p.a. unto the Purchaser/s.

4] **OBSERVATIONS OF ALL CONDITIONS IMPOSED BY STATE GOVERNMENT AND LOCAL AUTHORITY:**

4.1 The Developer hereby agreed to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any Change in the Zoning/ ULC/ Ceiling laws that may directly or indirectly affect the development as a result of something beyond the control of the developer, the developer shall not be held liable.

4.2 It is hereby agreed that, subject to the terms of this Agreement the Unit Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate.

5] **DISCLOSURE OF TITLE:**  
 The Developer hereby agrees that, before handing over possession of the said Unit to the Purchaser/s and in any event, before execution of Deed of Conveyance of the Total Land in the project/s and Ownership rights of the construction carried out thereto, in favor of the Society/ Condominium of Apartment Holders, Developer shall make full and true disclosure of the nature of the title of the total land in the project and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the land mentioned in the Schedule I i.e Project Land and shall as far as practicable ensure that, the Schedule I Land is free from all the encumbrances, so as to enable them to convey, to the said Society Condominium of Apartment Holders, such absolute

clear and marketable Ownership rights in the Schedule I Land and buildings constructed upon it. Before execution of this agreement the Developer has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s had independently satisfied himself/ herself/ themselves about the authority of the Developer to construct the said balance building and title to the Schedule I Land. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Developer to enter into this agreement.

**6] POSSESSION & DEFECT LIABILITY PERIOD:**

6.1 The Developer shall give the possession of the said Unit to the Purchaser/s within a period of 36 Months from the date of execution of this agreement. If the Developer fails or neglects to give possession to the Purchaser/s on account of reasons beyond the control of the Developer or his Agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the dates prescribed in section 8 of the said Act, then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Unit with simple interest at 9% per annum, from the date the Developer received the sum till the date the amounts and interest thereon is repaid and tendered, provided that by mutual consent it is agreed that the dispute whether the stipulations specified in section 8 of the said Act have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developer to the Purchaser/s, they shall, subject to the prior encumbrances, if any, be a charge on the Said Unit.

Provided that, the Developer shall be entitled to reasonable extension of time for giving delivery of the said Unit on the stipulated date, if the completion of the building in which the said Unit is to be situated is delayed on account of:

- (i) Non-availability of steel, cement, other building material, water or electric supply and labour.
- (ii) War, natural calamity, riots, earthquake, floods, Civil Commotion or any act of God.
- (iii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
- (iv) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- (v) Delay in grant of any NOC/ permission/ license connection/ installation of any services such as lifts, electricity,

drainage, water connections and meters to the project/ building/ Unit, road NOC or any other NOC or getting any requisite Certificate from any other concerned authority

- (vi) Delay or default by the Purchaser/s or other Purchaser/s in payment of their respective amount of their dues and any installment under these presents (without prejudice to the right of the Developer to terminate this agreement under clause mentioned herein above).
- (vii) Strike of supplier.
- (viii) Any act which is beyond the control of the promoter.

6.2 The Developer may complete the entire balance building or any part or floor or portion thereof and give possession of Unit therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/ her/ their specific consent to the same. If the Purchaser/s take/s possession of Unit in such part completed portion or floor or otherwise the Developer and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/ her/ them or any other person/s.

6.3 The Purchaser/s shall take possession, within a period of 30 days of the Developer giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation.

6.4 The price of the Unit hereby agreed is on the basis of the carpet area of the Unit and proportionate cost for common area & facilities. Before delivery of possession of the said Unit and the Unit Purchaser/s shall satisfy himself/ herself/ themselves about the correctness of the area of the said Unit and about the quality of construction work and specifications/ amenities provided. After delivery of possession the Unit Purchaser/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

6.5 If within a period of three years from the date of obtaining Completion Certificate from the competent authority and/or handing over the Unit to the Purchaser/s, whichever is earlier, the Purchaser/s bring/s to the notice

of the Developer any structural defect in the Unit or the building in which the Units are situated or the material used there in or any unauthorized change in the construction of the said building attributable to the Developer, wherever possible such defects or unauthorized changes shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Developer himself and shall not mean defects caused by normal wear and tear, negligent use of the Unit/ building/ premises by the Unit Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamity etc. Provided further that it is agreed that, the described liability period under the Act shall be deemed to have commenced from the date of obtaining the Occupancy Certificate or from the date on which the Developer has given the necessary intimation under this clause, to take possession of the Said Unit, whichever is earlier.

Provided however, it is agreed that, the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Unit or in the fittings therein, in particular it is hereby agreed that, the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the Purchaser/s shall not be entitled to the warranty regarding the defect liability of the Developer and the same shall automatically stand extinguished and the Purchaser/s shall be liable for the consequences thereof.

- 6.6 The Unit Purchaser/s shall not be entitled to claim possession of the said Unit until the Unit Purchaser/s pays all dues payable under this agreement in respect of the said Unit to the Developer and has paid the necessary deposits and signed the possession documents, bonds, receipts etc.
- 6.7 After receipt of the Completion Certificate from the PCMC, Pune, the Certificate issued by the structural consultant shall cease to be valid and shall become ineffective in case of any addition and/or alteration to the Unit/ building by the Purchaser/s, any damage caused to the building by accident, any tampering with the geometrical section/s of all the buildings for any purpose whatsoever, any overloading of the building, lack of maintenance by the Purchaser/s association, any event of force majeure, act of

God, any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole, failure to communicate to the concerned authorities about deformities in time.

**7] USE OF FSI:**

7.1 The Developer hereby declares that, the Floor Space Index available with respect to Said Balance land out of the Total Land detailed in the sanctioned plan & if any additional FSI [FAR] available to the developer before the Conveyance Deed is executed with respect to Said Balance land out of the Total Land in favour of the Society of Unit Purchaser/s or Association of Apartment Owners. It is further clarified that, the developer has right to use Transferable Development Rights (T.D.R.) upon the Said Balance land out of the Total Land if permissible as per the building byelaws of PCMC, Pune. The Developer, if required has decided to amalgamate the Schedule I Land with adjacent property and to utilize FSI available against the properties which are/ will be amalgamated and utilize the same in the Total Land in the project, by constructing Multistoried building/s. Similarly developer has right to use FSI available against road widening, amenity space, plus slum TDR and whatever permissible use of Transferable Development Rights (TDR) or any other benefit arising due to change in laws.

7.2 In this Agreement, the word Floor Space Index (FSI) or Floor Area Ratio (FAR) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws.

7.3 It is specifically agreed that, due to change in or constitution of National Building Code(NBC), Building Byelaws, concerned Development control rules(DCR), Amendment in BPMC/ MPMC, MRTP Act, due to enactment of the provisions of Maharashtra Housing Bill or the concerned applicable laws/ statutes or new govt. policies relating to construction, Laws, rules & regulations coming into force, if any additional FSI which is made available in respect of the Schedule I Land then the Developer has exclusive right to use such additional FSI for the sole benefit of the Developer. The Purchaser/s hereby further give/s and accord/s his/ her/ their consent for additional constructions as a result of the Developer using additional F.S.I. without materially & adversely affecting the area of the said Unit and the Purchaser/s shall not have any right to object for such additional construction which will be carried out by the Developer in future.

7.4 The Developer hereby declares that, no part of the said floor space index has been utilized by the Developer elsewhere for any purpose whatsoever. The Developer declare that, the developer is entitled to get the said scheme sanctioned on the balance Land or any portion out of the Schedule I Land modified and/or revised from PCMC, Pune, from time to time. Any additional FSI (FAR) and/or the residual F.A.R. (F.S.I.) in respect of the balance land out of the Schedule I Land will be available to the Developer who may utilize the same as they may deem fit and proper. The Developer are also fully entitled to consume any additional FSI/FAR if the same becomes available for construction on the balance land out of the Schedule I Land and construct additional tenements. The Purchaser/s and/or the ultimate common organization of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional FSI (FAR) and/or the benefits thereof. In this agreement the work FSI or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

7.5 The unit Purchaser/s hereby irrevocably empowered, consented the Developer and anyone of its FIRM/COMPANY/ AOP/ JV and/or its Partners/ Director/ Members/ Constituents, as Power of Attorney holder of the unit Purchaser/s to execute any document, letter etc. thereby permitting the Developer to utilize balance or additional FSI and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI for open space and get the building plan for open space sanctioned, to give consent for mortgage of the balance land out of Schedule I Land by the Developer, to give consent to the draft of Deed of Declaration and Deed of Apartment and to execute the declaration thereof, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Developer.

7.6 If any portion of the Schedule I Land adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road /R.P. Road or for any other reservation and the concerned authority decides to grant & pay the compensation thereof in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the Property or in any other property by floating the F.S.I. then, in case of such event and as and when such FSI is granted for any reason

as per the law, the Developer shall be entitled to use the same and additional built up area in the Schedule I Land either by way of construction of new building or extension of the buildings or adding floor/s on the existing buildings, which are presently permitted or in any other property as per the discretion of the Developer. The Unit Purchaser/s has hereby given his irrevocable consent thereto and the Developer shall be entitled to revise the plans, get the same sanctioned from PCMC, Pune or any other concerned authority and construct the additional units as permitted by (PCMC) Pune/ Concerned Authority and to allot/sell them to various persons. The Unit Purchaser/s shall have no objection for the allotment of the premises and/ or the said new allottees to be admitted as members of the Association. If the PCMC /Pune/ concerned authority refuses to permit the FSI in respect of the area under road, road widening, reservation then the Developer alone shall be entitled to the compensation in respect thereof, or can convert the balance FSI into Transferable Development Rights or Floating FSI and can appropriate the same for benefits of developer herein.

7.7 The Developer shall be entitled to use the present unutilized and/or additional built up area/ F.S.I./ T.D.R. or F.S.I. obtained in any form/ by any means in respect of the entire Property of the project in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or adding floor/s or extension of the building which are presently permitted. Likewise the Developer shall also be entitled to use FSI pertaining to other property in this Balance land as and when permitted by PCMC Pune/ Concerned authority. The Unit Purchaser/s has hereby gives his/ her/ their irrevocable consent thereto and the Developer shall be entitled to revise the layout/ building plans, get them sanctioned from PCMC, Pune, construct the additional buildings/ floors/ units as permitted by PCMC, Pune and to allot/ sell them to various persons. The Unit Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Developer shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paras on any open space/ areas and/or on terraces above the building/s both prior to or after completion of building/s and even after conveyance of the property. The Developer shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

**8] RIGHTS OF THE DEVELOPER TO DEVELOP PROJECT LAND:**

8.1 Developer hereby declares that, the developer is going to develop Said Balance land out of the Total Land in phase wise manner. Developer hereby declares that, the development of the Said Balance land out of the Total Land will be completed within the period of 36 months from the date of execution of this agreement with 6 months agreed grace period upon the assurance given by the Purchasers that they will make timely payment of the agreed consideration price. Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of:

- a. Non availability of steel, cement, other building material, water or electricity.
- b. War, civil commotion, or act of god.
- c. Any notice, order, rule, notification of Government and/or other public or competent authority or court order.
- d. any act which is beyond the control of the Developer.

As per the understanding held between the parties herein, the additional period of 5 years has been granted to the Developer for consumption of balance/ additional FSI/ TDR which will be then made available & to be used on this or any other land as the Developers deems fit.

8.2 The Developer herein has obtained sanction of the building/s plan/s to be or constructed on the Schedule I Land and the Developer herein shall construct the said building/s on the Schedule I Land in accordance with the plans, designs, specifications, revised plans approved by PCMC, Pune from time to time and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Developer may consider necessary or as may be required by PCMC, Pune to be made in them or any of them.

8.3 The Purchaser/s hereby gives his/ her/ their irrevocable consent to the Developer herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans of the buildings which are under construction or to be constructed on the Schedule I Land and also gives his/her/their consent for change in the location of the amenity space, open spaces, roads, building layout and also plan/s sanctioned or to be sanctioned for the building/s under construction or to be constructed and to change elevation of the building/s, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa, as the Developer in their sole discretion may think fit and proper and/or such alterations, additions,

revisions and modifications which are necessary in pursuance of any Law, Rules, Regulations, Order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority or Developer.

PROVIDED further that, the Purchaser/s hereby give/s and accords his/ her/ their full consent for any other revision/ change/ alterations/ modifications by the Developer in the plans and/or Subdivision or amalgamation of plans and alterations or additions in the structure of the building including reducing or enhancing the number of floors of the said building/s and/or construction of additional floor/ Units and/or addition extension of any building.

- 8.4 The Developer alone shall have full rights of disposal/ alienation/ transfer of Units/ tenements/ IT Parks, construction resulting from the said residual/ additional FSI and for FAR and the Purchaser/s, Acquirers of the said Units/tenements etc. shall be entitled to get membership and admission into the Society/ Condominium of Apartment Holders, upon the necessary instruction/nomination from the Developer.
- 8.5 The Purchaser/s hereby grant/s his/ her/ their irrevocable power and consent to the Developer and agrees:-
  - a) That the Developer alone shall be entitled to all FSI in respect of the Schedule I Land whether available at present or in future including the balance FSI in respect of the Schedule I Land, the additional FSI available under applicable rules from time to time and/or by any special concession, modification of present Rules and Regulations granting, due to change in policies, new rules/policies being made applicable.
  - b) That the Purchaser/s and/or Society/ Condominium of Apartment Holders of all the Unit Purchaser/s will not be entitled in any circumstances, to any FSI in respect of the Schedule I Land or benefits of any additional FSI/ FAR/ TDR or shall have any right to consume the same in any manner whatsoever.
  - c) That the Developer shall be entitled to develop the Schedule I Land in an agreed manner, fully by constructing and/or making additions in the said building and/or by constructing additional buildings/ floors/ structures so as to avail of the full FSI permissible at present or in future for the balance land out of Schedule I Land, which may be available on the Schedule I Land and additional FSI available against the properties which will be amalgamated with the Schedule I Land and including putting up any

“additional construction” as mentioned above and Developer selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of the Units in such building or buildings and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Developer who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Developer may deem fit and proper. The Purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried on. The Developer shall be entitled to consume such FSI by carrying out additional construction and/or by way of extension of any structure. The document vesting the title of the said portion, building, etc. and transfer of rights and benefits of the Developer as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.

- d) The Developer alone shall be entitled to grant exclusive user rights of/ allot different/ additional parking spaces (covered or otherwise) as the Developer may deem fit, to any Purchaser/s of premises in the said building, upon the terms and conditions as the Developer may deem fit and proper.
- e) The Developer alone shall be entitled to sell any part or portion of the said Balance building including the open terrace/s, walls or any portion of basement, stilt, for any use that may be permissible or ultimately may be permitted by the authorities concerned.
- f) To admit without any objection the persons who are allotted Units/s by the Developer as members of the proposed Society/ Condominium of Apartment Holders and in the event such body is registered before all Units including Units of extended/ annexed buildings are sold by the Developer.
- g) Not to raise any objection or interfere with the rights of the Developer reserved hereunder and in case of any unwarranted and unjustified interference claim or objection, to indemnify all and whatsoever loss or damage suffered by the Developer.

- h) To execute, if any further or other writings, documents, consents, etc. as required by the Developer for carrying out the terms hereof and intentions of the parties hereto.
- i) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Purchaser/s, which the Developer in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- j) The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said building is handed over to the Society/ Condominium of Apartment Holders and vesting document is executed or till the subsistence of this agreement, whichever is earlier. The aforesaid covenants or such of them as the Developer may deem fit will be incorporated in the vesting document and they shall run with the property.

8.6 The Developer shall be entitled to make additions, alterations or put up any additional structures as may be approved by the local authority or any other Competent Authority so as to consume entire available F.S.I, grab optimum potential in respect of the balance land out of Schedule I Land/ Total Land prior to and even after the registration of the Society/ Condominium of Apartment Holders on the said Land, by carrying out construction on the balance land out of Schedule I Land. Such additions, structures or floor shall be the property of the Developer and the Developer will be entitled to dispose-off the same in any manner as they deem fit without adversely affecting the premises of the Purchaser/s. That the Developer have reserved the right to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion however if there is any major change or changes on account of such revision of plan in the Unit of the Purchaser/s the same shall be communicated to the Purchaser/s. The revision/ modification/ changes in respect of such additions/ alterations etc. shall be binding on the Purchaser/s and consented for the same. The Purchaser/s shall not be entitled to claim any damages or compensation from the Developer for it.

8.7 The Developer shall be entitled to enter into Agreements with other Purchaser/s on such terms and conditions as the Developer may deem fit or alter the terms and conditions of the agreements already entered into by the Developer with other Purchaser/s, if any, without affecting or prejudicing the rights of the Purchaser/s under this

Agreement in respect of the said Unit. The Purchaser/s shall not raise any objection in the matter of allotment or sale of other accommodation/ Unit/ open spaces/ additional parking spaces/ terraces etc. in the said building to any other person/s, by the Developer, on any ground whatsoever.

8.8 The Developer may in their discretion construct subject to building bye-laws and Applicable Rules any permissible structure or construction in the form of community hall/ temple/ sanatorium etc., in the open space or recreation space of the said project if any and further the Developer alone shall have the complete rights regarding the user and disposal thereof (Clause Whether required?)

9] **MAINTENANCE:**

Commencing a week after notice in writing is given by the Developer to the Purchaser/s that, the Unit is ready for use and occupation, the Unit Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Unit) of outgoings in respect of the Schedule I Land and building/s, namely, local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government, water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said Balance Project out of the Total Land and building/s constructed thereon. Until the Co-operative Society/ Condominium of Apartment Holders is formed and the Schedule I Land and building/s transferred to it, the Purchaser/s shall pay to the Developer and/or any other third party/ person/ company/ organization/ maintenance committee-body appointed by the Developer for the said purposes such proportionate share of outgoings as may be determined towards provisional monthly contribution @ of Rs.5.00 ps. per sq.ft. per month for Balance area towards the said outgoings appx. The Purchaser/s undertakes to pay such provisional monthly contribution/s and such proportionate share of outgoing/s of 24 months & which is payable in advance at the time of possession. However said charges are appx. i.e. approximate, minimum charges and the Developer without any reason/ explanation has right to change, decide, fix such charges considering the situation at the time of possession and the Purchaser/s agreed with the same.

10] **OBLIGATION OF THE PURCHASER/S:**

- 10.1 The Purchaser/s shall use the Unit or any part thereof or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/ She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser/s own vehicle/s.
- 10.2 The Purchaser/s along with other Purchaser/s of Units in the building shall join in forming and registering the Society/ Condominium of Apartment Holders to be formed and registered by the Developer as per their own convenience and in their absolute discretion and shall file from time to time and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society/ Condominium of Apartment Holders and for becoming a member/s, including the bye-laws of the proposed Co-operative Society/ Condominium of Apartment Holders and duly fill in, sign and return to the Developer within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, unless it is required by the Registrar or any other Competent Authority. The Purchaser/s shall do all acts, deeds and things that are necessary for getting the conveyance of the Schedule I Land executed and the Society/ Condominium of Apartment Holders, formed and registered.
- 10.3 Upon formation of such Society/ Condominium of Apartment Holders such body shall be liable besides the Purchaser/s and other Purchaser/s of different Units, for any lien or claim or demand which the Developer may have in respect of the said Unit hereby agreed to be purchased and other Units in the said building. The Purchaser/s hereby agree/s and binds himself/ herself/ themselves to do and execute all acts, matters, things, deeds and documents which the Developer may require to be executed to enforce the obligation envisaged in this clause the Society/ Condominium of Apartment Holders. The failure on the part of the Purchaser/s to observe and perform obligation under this clause when called upon to do so by the Developer shall entitle the Developer to rescind this Agreement and the consequences or rescission herein provided shall follow.
- 10.4 The Purchaser/s is/are aware that, the building plans are sanctioned by PCMC and as such FSI that may be

consumed while constructing the said building on the balance portion out of the Schedule I Land may be more or less than the area of the said portion and may not be in proportion to the FSI consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open parking space etc. are commonly provided for building constructed or to be constructed and that the Developer cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Developer be liable and/or responsible to obtain sub-division in respect of the said portion.

- 10.5 The Purchaser/s is/are aware of the fact that, the Developer have undertaken the work of development of the said Balance Project out of the Total Land and as such, the Developer are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads and open space/s and in the common areas reserved for common use.
- 10.6 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Unit etc. in the Schedule I Land on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.
- 10.7 The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenant with the Developer as follows for the said Unit and also for the building in which the said Unit is situated :-
  - a) To maintain the Unit at Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change/ alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof.
  - b) Not to store in the Unit/ building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned

local or other lawful authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Unit is situated, including entrances of building in which the said Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- c) To carry at his/ her/ their own costs all the internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Unit is situated or the said Unit which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside color scheme of the balance building in which the said Unit is situated and shall keep the portion, sewers, drains, pipes in the Unit and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural member in the said Unit without the prior written permission of the Developer and/or the Society/ Condominium of Apartment Holders as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Units in the said Balance Project out of the Total Land and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Balance Project or its Land out of the Total Land and the building in which the said Unit is situated.

- g) Pay to the Developer within seven days of demand by the Developer, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Unit is situated.
- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Unit by the Purchaser/s viz. user for any purposes other than for the permitted purpose.
- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Developer and obtaining prior written permission from the Developer for the same.
- j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society/ Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the Society/ Condominium of Apartment Holders regarding the occupation and use of the said Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till a conveyance of building in which the said Unit is situated and deed of conveyance of the land and buildings constructed upon it is executed, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Schedule I Land and building/s or any part thereof to view and examine the state and conditions thereof. The Developer shall have such right to enter into and upon the Schedule I Land/building/Unit

even after the Purchaser/s is/are put into possession of the said Unit, during the statutory defect liability period.

- I) Till a separate Electric meter is installed/ allotted by the MSED Co. Ltd. and/or a Water meter is installed/ allotted by the concerned authority, the Purchaser/s herein, hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/ her/ their unit.
- m) If after delivery of possession of the said unit, the Developer or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Purchaser/s herein shall permit the Developer or Association as the case may be to carry out such repairs without delay and shall give required help thereof. If such leakage is due to alterations made by the Purchaser/s or due to negligence of the Purchaser/s then the Purchaser/s shall be liable to carry out the said repairs and pay cost thereof.

10.8 Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Purchaser/s for any structure, erection for building for the time being erected and standing therein from and over the neighboring premises of the Developer is enjoyed under the express consent of the Developer.

10.9 The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is impartible and it is agreed that the Developer shall not be liable to execute any deed or any other document in respect of the said unit in favor of the Purchaser/s.

10.10 The Developer alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for setback/ reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/ Limited Company/ Condominium of Apartment Holders.

10.11 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the Developer shall be constructing buildings on the Schedule I Land in phase

wise manner, in different phase and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner;

10.12 The Purchaser/s covenants and undertakes that, in the events he/ she/ they have acquired right and interest in open space/ terrace/ garden they shall be duty bound and under obligation to permit the Developer and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/garden/ terrace.

10.13 The Purchaser/s hereby irrevocably consents and authorizes the Developer to represent him/ her/ them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Developer in this regard shall be binding on the Purchaser/s. The Developer may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of Central/ State Govt. such as PCMC/ Zilla Parishad/ Panchayat Samiti Haveli/ Ward Office Pimpale Saudagar etc. of Pune District etc. of Pune District, Road, Water, Building Tax Assessment departments & Semi-Government offices such as M.S.D.C., M.S.E.D.C.L., etc. on behalf of the Purchaser/s and whatever acts so done by the Developer on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

10.14 The Purchaser/s hereby authorizes and allows the Developer to represent him/ her/ them for changing the position of Roads, Open spaces, Additional Parking lots, other common amenities, Staircases, Lobbies, Underground/ Over ground water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the Municipal requirement and the Purchaser/s will not take any objection for the same.

**11] FORMATION OF THE SOCIETY/ CONDOMINIUM/ BODY:**

It is agreed that, for convenience administrative or otherwise, Developer shall be at liberty or entitled to:

- i. form co-operative society for the said Balance building for maintenance of buildings and open spaces allocated for the building or submit the Schedule I Land along with the buildings constructed upon it to the provisions of Maharashtra Apartment Ownership Act, 1970. The

Purchaser/s hereby agreed and confirms that, the decision taken by the developer to submit the Schedule I Land and buildings constructed upon it to the provisions of Maharashtra Apartment Ownership Act, shall be final and binding upon the Purchaser/s.

- ii. to form Apex Body of all the Unit Purchaser/s of the Said Balance land out of the Total Land by forming Federal society/ Apex Body of all the co-operative societies of each building. It is specifically agreed by the Purchaser/s that, if the Developer has decided to form one or more co-operative societies, then in that case, decision of the Developer will be final and binding upon the Purchaser/s.
- iii. to form separate Ad-hoc Body for maintenance of common areas and amenities which are common for all the buildings.
- iv. to form Ad-Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more buildings, sectors or sections comprised in the Schedule I Land, in the event it not possible for a developer to form co-operative society for the building, then in that event the developer has right;
- v. to become member of the Co-operative Society. If the Developer transfer, assign and dispose-off the said open spaces un-allotted covered or open car parking, terrace, parapet walls, or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s the Co-operative Society. The other Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative Housing Society.

**12] CONVEYANCE:**

12.1 Developer hereby agrees that, Deed of Conveyance/ Deed of Declaration/ Deed of Apartment will be executed by the Developer in favor of society within 18 months from date of receipt of issue of occupancy certificate of the Entire Project OR till the completion of entire developments in the project, whichever is later (amongst this both) and the Purchaser/s has consented for same. Developer hereby agrees to complete the Entire Project within the stipulated period mentioned earlier. Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of:

- a. Non availability of steel, cement, other building material, water or electricity.
- b. War, civil commotion, or act of god.
- c. Any notice, order, rule, notification of Government and/or other public or competent authority or court order.
- d. Act beyond the Control of Promoter/ Developer.

12.2 It is specifically agreed and declared that, the Deed of Conveyance of the Schedule I Land and balance building constructed upon the Said Balance land out of the Total Land, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

- i) A covenant by Purchaser/s to indemnify and keep indemnified the Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii) A declaration that, the Developer shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the Schedule I Land (and the neighboring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.
- iii) Such provisions and covenants (which shall be so framed that, the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- iv) A declaration that the Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Developer for building or other purposes and a declaration that the access and user of the light and air to and for the Balance Units/ tenements etc. purchased by the Purchaser/s is enjoyed under the express consent of the Developer.

12.3 The Advocates for the Developer shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to Final Conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/ Apex Body, permissions and/or sanctioned under the Income Tax Act, 1961 and/or any other law for the time being in force and premium, if any, payable thereof as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Developer and/or the Purchaser/s as well as the entire professional costs of the said Advocates of the Developer in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex

Body or proportionately by all the Purchaser/s of premises in the Schedule I Land. The Developer shall not contribute anything towards such expenses. The proportionate share as determined by the Developer of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/ her/ it/ them immediately on demand.

13] **RIGHTS OF THE DEVELOPER OF AMENITY SPACE:**  
 It is placed on record that, the Developer shall be entitled to retain with itself or to transfer the title/possession/ use of the portion of amenity space area (if any) unto any person/ third party on such terms and conditions as the Developer may from time to time decide. The facility to the Purchaser/s herein for use of the said Amenity Area shall be subject to the contractual obligation between the Purchaser/s and the Developer which is entirely optional and subject to such Rules, Regulations, restrictions and payment of requisite charges as may be framed by the Developer and the Purchaser/s shall abide by the same.

14] **OTHER COVENANTS:**

14.1 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the Said Balance land out of the Total Land and Building or any part thereof unless proper conveyance of assignment of freehold rights and Ownership of buildings constructed upon it is executed by the Vendor in favour of Association/ society/ company of the Unit Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, etc. will remain the property of the Developer until the Schedule I Land and Building/s is/are transferred and conveyed to the Society/ Condominium of Apartment Holders as hereinbefore mentioned.

14.2 Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as the waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

14.3 The Developer shall have a first charge and lien on the said Unit i.e. Schedule III property in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

14.4 It is specifically understood that, the brochure/s, advertisements published by the Developer from time to time in respect of the scheme is just an advertisement

material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building/ schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/ provided.

- 14.5 The Developer shall be entitled to create encumbrance over the said Balance Project or Land below it, out of the Total Land or lease/ put on License, allot, give on license any portion of the Schedule I Land to any Government/ Semi Government Authorities/ Local Authority/ M.S.D.C. or any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V., Broadband etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.
- 14.6 The Developer has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Developer other than the terms and conditions expressly provided under this Agreement.
- 14.7 The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the said unit by the Developer to the Purchaser/s herein, it will always presumed that, the Developer had discharged and performed all his obligations, except formation of proposed society or Association of Apartment and conveyance, as stated hereto before, in favour of such society or Association of Apartment in which the Purchaser/s herein will be member in respect of the said unit, under this agreement and as well as under the provisions of The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963.

However the Final Conveyance Deed or Deed of Declaration will be executed within 4 months in favour of such Society or Association of Apartment and/or as the case may be, from the date of receipt of full and final completion/ occupation certificate from the PCMC, Pune and/or any concerned authority for balance building, which are under construction on the Schedule I Land and or from the date of completion of assured development in the project and/or after exploitation of the full potential of the Schedule I Land (i.e. from the act/ things which happened later). The Purchaser/s herein does not/ will not have any claim or grievance of whatsoever nature against the Developer in this regard.

- 14.8 On completion of the construction of the Said Unit and obtaining completion certificate of the Said Unit from the concerned authorities or from the date of occupation of the Unit by the Purchaser/s (i.e. from the act/ things which

happened earlier), all the risk relating to or touching to or in respect of the Said Unit shall exclusively be of the Purchaser/s.

- 14.9 In case of any dispute between the Developer and the Purchaser/s regarding any of the terms of this Agreement (excluding those mentioned in service tax clause hereinabove) then such dispute shall be referred to the Arbitration of a single arbitrator to be appointed by the Developer preferably Architect of the project whose decision shall be final and binding on both the parties.
- 14.10 The Developer may themselves or any other person in the Developer's sole discretion for allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or Balance Building for cable/satellite television, wireless, paging, mobile, cellular, broadband services, on the building and derive appropriate income thereof in their own rights. The Developer shall be entitled to erect hoardings on the property and/or said building and to sell or let/ lease the same and to receive income thereof and the property will be conveyed subject to the said right of the Developer.
- 14.11 Covered/ Open Scooter and Car Parks and basement (if any) are not the common areas and each car/scooter park will be allotted to specific unit Purchaser/s by the Developer as per his choice and discretion. The Developer shall be entitled to sell the Basement (if constructed by the Developer at its discretion) or portions thereof as separate unit/s and apartments or to give the same for exclusive use to any unit Purchaser/s as per its discretion. Covered parking areas in stilt of buildings covered parking areas under podium in open areas and open to sky parking areas will be allotted for exclusive use to specific unit Purchaser/s of the project or any other person by the Developer as per his choice and discretion. The parking areas shall be used by respective Purchaser/s only for exclusive use. The respective Purchaser/s shall use the covered/ open parking space (if allotted for exclusive use) only for the purpose for keeping or parking the Purchaser/s own light vehicle and in manner not inconvenient to other Unit holders and shall not enclosed the same at any time for whatsoever reason. The Developer shall not responsible for the consequences arising out of any unauthorized use/ enclosure of the parking areas.
- 14.12 Amenity Space (if any) in the layout shall solely belong to the Developer and to develop or transfer the same or to deal with the same at Developer's discretion. If required the Developer may give the Amenity Space to the Govt./ PCMC, Pune or concerned authority and avail of benefits/ compensation thereof. The Unit Purchaser/s or Association shall not be entitled to claim any interest therein. The

Owners/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Developer at its discretion subject to liability of payment of contribution towards maintenance thereof.

14.13 It is hereby made clear that, the Developer shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Unit Purchaser/s herein or the organization in which he will become a member shall not be entitled to object said use by the Developer or its nominee/s or assignee/s and the Unit or the property shall be conveyed subject to the said right of the Developer and this term is the essence of this agreement.

14.14 The Developer hereby has made Purchaser/s aware that, there may be insufficient water supply by Pimpri-Chinchwad Municipal Corporation or any concerned authority and Developer has given/ will give undertaking to concerned source/ authority regarding water supply. As the Developer will be applying to the concerned authorities for giving separate water connections for the building/s and electricity meters and connections for the Unit of the Purchaser/s and if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case, the Developer may provide electrical connections/ water supply at the cost of the Purchaser/s through any other temporary arrangement due to which there is improper/ insufficient/ irregular supply of water/ electricity, the Developer shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Developer (and service tax if applicable thereof). Until receipt of this amount from the Purchaser/s, the Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings/ maintenance charges for which the Purchaser/s hereby gives his/ her/ their consents. The Developer is entitled to demand charges for such temporarily arrangement in advance, for 12 months, before giving possession of the said Unit.

14.15 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the terrace space above the said building, if constructed by the Developer at their discretion shall not be a common area but shall belong exclusively to the Developer. The Developer or his assignees shall have a lawful right to construct units, etc.

on the said top terrace towards FSI of road widening area, FSI of internal roads, Staircases, Passages & any other authorized TDR or any other FSI.

15] **NAME OF THE PROJECT:**  
 The name of the Project will be "**VISION FLORA**". The Purchaser/s Co-operative Society/ Limited Company Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Developer construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Developer. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Developer and in such places or in such manner as may be directed by the Developer.

16] **NOTICE:**  
 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Under Certificate of Posting/ Courier/ By RPAD or Speed Post, at his/ her/ their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement. The Purchaser/s is under obligation to intimate unto the Developer/ Promoter in writing, if any change in his/ her/ their address has occurred in residence.

17] **APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE, MANAGEMENT & TRANSFER] ACT, 1963.**  
 This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flats (Regulations of the Promotion of Construction Sale, Management and Transfer) Act, 1963 and/or Maharashtra Apartment Ownership Act 1970 and/or Maharashtra Co.op. Societies act and rules amendments made there under from time to time and/or the laws of the state that made applicable.

18] **ARBITRATION:**  
 In case of any dispute between the Developer and the Purchaser/s regarding interpretation of any of the terms of this agreement or regarding any aspect of transaction

including quality of construction work, defective service by the Developer, delay in construction work and/or sale deed, alterations in the plan, parking arrangement, grant of exclusive uses, rendering of account etc, then such dispute shall be referred to the arbitration by appointment of sole arbitrator by the Developer and the decision of such arbitrator shall be final and binding on both the parties.

19] **The Developer and the Purchaser/s hereby declare as under-**

- a) Not more than one unit has been purchased by the Purchaser/s in the said project &
- b) No other residential/ Balance unit in the said housing project is allotted to:
  - i. the Purchaser/s or the spouse or the minor children of the Purchaser/s;
  - ii. the Hindu undivided family in which the Purchaser/s is the Karta
  - iii. any person representing the Purchaser/s, the spouse or the minor children of the Purchaser/s or the Hindu undivided family in which the Purchaser/s is the Karta.

20] The Unit Purchaser/s declares that he/ she/ they has/ have read all the contents of this agreement and fully understood it and agreed to the contents of this agreement and assured that he/ she/ they shall abide by all the terms and conditions of this agreement and only thereupon this written agreement has been executed.

21] **STAMP DUTY & REGISTRATION:**

21.1 The Purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof. However Total Agreed Stamp Duty Cost of the Unit including cost of Carpet area + Cost of common area as facilities provided: **Rs.3,69,300/-.**

21.2 Before execution of Deed of conveyance of the Schedule I Land and the building constructed upon it, the Purchaser/s shall pay to the Developer the Purchaser/s share of stamp duty and the registration charges payable, as per prevailing market rate required to be paid under the provisions of the Bombay Stamp Act 1958 and the amendments thereto and the Indian Registration Act 1908, by the said Society/ Condominium of Apartment Holders, on the conveyance or any document or instrument of transfer in respect of the Schedule I Land and the building/s to be executed in favour of the Society/ Condominium of Apartment Holders.

22] **INVESTMENT CLAUSE Note:** The Purchaser/s is purchasing the Unit for investment & has agreed to purchase the said Unit as an Investor as laid down in

Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Purchaser/s herein to the subsequent Purchaser/s as per the provision to the said clause 5(ga)(ii) of the Bombay Stamp Act, 1958. However the Purchaser/s has the knowledge that, if within such benefited period if he/ she/ they decide to change its investment option then such benefit will not be allowed as per the law.

**SCHEDULE 1**  
(description of the said "**LAND**")

All those pieces of the land bearing  
**Owned by the Owners**

Sr. No	Survey No	Area Sq.mts.	Area in Are/Gunthas
1	85/1	800	08
2	85/6	4700	47
3	85/3	2900	29
4	84/4	1000	10
5	85/5	1200	12
6	84/2	1800	18
7	85/4	800	08
8	85/7	3000	30
9	83/1	4100	41
10	83/2	2800	28
11	83/2	1000	10
12	84/3	900	09
13	85/2	3000	30
14	84/1	2500	25
TOTAL		30500 sq.mt.	305 Are

situate at village Pimple Saudagar of Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation and Registration District of Pune, together with easements, appurtenances, shrubs, stones, things, ingress, egress, ancillary and other incidental rights thereto and which are bounded by as delineated in the map annexed herewith.

**SCHEDULE-2**  
(Description of the Unit)

**Unit Shop No. : 212,  
Floor/ Level: Second**

**Carpet area: 412 Sq.fts. i.e 38.28 sq.Mtrs. (approx.)**  
**Loft Carpet area: 206 Sq.fts. i.e 19.14 sq.Mtrs. (approx.)**

Out of *(prior to amalgamation)* ☲ Survey No. 85/1, 85/6, 85/3, 84/4, 85/5, 84/2, 85/4, 85/7, 83/1, 84/3, 85/2 84/1, 83/2 & 84/1, admeasuring "30500 Sq.Mt.", all situate at Pimple Saudagar of Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation and Registration District of Pune, and which is bounded by as under:

East : Shop No.211 Vision Flora,  
 West : Passage,  
 North : Passage,  
 South : Duct Area

together with easements, appurtenances, ingress, egress, and together with all rights to use, utilise and consume FAR/FSI either originating from the physical area thereof and additional such either by way of TDR or otherwise as may be permissible in law, and together with common facilities and amenities listed hereunder.

#### ANNEXURE.1

(Details of agreement and POA executed in favour of the Developer by the concerned Owners)

Owners	Date	Registered Agreement	Registered POA
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Shri. Nathu and others	04/02/2003	759/2003	760/2003
Shri. Nathu and others	04/02/2003	757/2003	758/2003
Shri. Dattu Yadav Kawade and others	03/03/2003	1059/2003	1060/2003
Shri. Shivaji and others	24/03/2003	2566/2003	2567/2003
Shri. Ramchandra Jachak and others	24/01/2003	554/2003	555/2003
Shri. Chandrabhaga Narayan Jachak,	02/05/2006	3725/2006	3726/2006
Raghunath Kunjir & others		Sale deed	

ANNEXURE.2  
(the said "**AMENITIES**")

- 1) RCC- Earthquake Resistant RCC Structure with Large Column Grids & P.T.Slabs.
- 2) 4"/6" BBM with Internal Plaster & Gypsum Finished Walls
- 3) External Sand Faced Chemically treated plaster
- 4) Concealed Electrical Services with FRP Wiring
- 5) Ample Electricals Points in shops & offices
- 6) AC & Telephone Point in Shops & Offices
- 7) 3 Phase MSEB Meter Connection with separate MCB & ELCB
- 8) Battery Backup for Shops & Offices
- 9) Generator Back up for common areas including Escalators & Elevators.
- 10) 1 mtr x 1 mtr Vitrified Tiles in shops & offices
- 11) Grand Central Atrium with Italian Marble flooring Inlays
- 12) Concealed Plumbing services with branded CP & Sanitary Fittings
- 13) Designer Tiles in Common Toilets
- 14) Premium Emulsion paint for shops & offices
- 15) Rolling Shutters
- 16) 14' Height of Shops with Loft
- 17) 4 Highspeed elevators 4 Escalators for retail & offices spaces
- 18) Powder Coated aluminum glazed doors with floor springs for offices
- 19) Powder Coated aluminum glazed windows with sliding shutters
- 20) Backlit Name Boards of standard size for each shop
- 21) Attractive Elevation-Clean Glass Façade with Alcobond Cladding
- 22) Gas Leak detectors in shops
- 23) STP Sanitation
- 24) Underground Water Tank
- 25) Conceptualised Pattern Roofing for Central Atrium
- 26) 12500 Sq.ft Central Grand Atrium at Ground Floor with Landscaped features & common Sitting areas

0-0-0-0-0

**CONSENT LETTER BY THE PURCHASER/S**

I/We, the Purchaser/s herein, do hereby accord my/out consent for the Developer to effect any changes, revisions, renewals, alterations, modifications, additions *et cetera* in the layout of the said Land and or access road (described in SCHEDULE.I written herein above) and/or building/s and/or structures and/or plots on the said Land.

I/we, the Purchaser/s herein, further accord my/our "no objection" for the Pimpri Chinchwad Municipal Corporation, Pune to accordingly pass such layout/s or plans, as may be submitted by the Developer.

However, the construction/development of the said Unit agreed to be purchased by me shall not be adversely affected.

(Purchaser/s)

In witness whereof, the parties hereto have signed and executed this **AGREEMENT TO SELL** on the date and at the place herein before first mentioned.

**M/s. Siddhivinayak Namrata Developers**, Through its authorized Partner, **Rajeshkumar Naupatilal Sakla**, (as the Developer and as duly constituted attorney of the Owners)

Photograph	LHTI	Signature
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(Shop no. 212 V.Flora)

**M/s. Siddhivinayak Namrata Developers**, Through its  
authorized Partner, **Shailesh Kantilal Shah**, (as the  
Developer and as duly constituted attorney of the Owners)

Photograph	LHTI	Signature
------------	------	-----------

(Shop no. 212 V.Flora)

**MR. AVIRAJ SINGH**  
(Purchaser)

Photograph	LHTI	Signature
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**MRS. RUPINDER KAUR**  
(Purchaser)

Photograph	LHTI	Signature
------------	------	-----------

**Witnesses :**

1.

2.

Mr. Pratap Shinde  
Lotus Vrundavan,  
Dehuroad, Pune 412101.

Mr. Dilip Chavan  
Pimple Saudgar,  
Pune - 411027.

